



**Department of  
Financial Services**

**KATHY HOCHUL**  
Governor

**ADRIENNE A. HARRIS**  
Superintendent

STATE OF NEW YORK  
Supreme Court, County Of Suffolk

Filipa Fino Irrevocable Living Trust,

Plaintiff(s)

605502/2024

against

Defendant(s)

Scottsdale Insurance Company

RE :Scottsdale Insurance Company

Attorney for Plaintiff(s) and Defendant(s) please take notice as follows:

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon this Department Summons and Verified Complaint in the above entitled action on April 08, 2024 at Albany, New York. The \$40.00 fee is also acknowledged.

Original to Attorney for Plaintiff(s):

Michael A. Tama, PC  
Michael A. Tama, Esq.  
220 Old Country Road  
Mineola, New York 11501

Pursuant to the requirement of section 1212 of the Insurance Law, Defendant(s) is hereby notified of service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant:

Scottsdale Insurance Company  
18700 North Hayden Road - Suite 150  
Scottsdale, Arizona 85255

A handwritten signature in black ink, appearing to read "Rawle Lewis", is written over a rectangular stamp area.

**Rawle Lewis**  
**Director of Producer Licensing**

Dated Albany, New York, April 09, 2024  
737328 alic0tgw

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

-----X  
FILIPA FINO IRREVOCABLE LIVING TRUST,

Index No.:

Plaintiff,

**SUMMONS**

-against-

SCOTTSDALE INSURANCE COMPANY

Defendant.  
-----X

TO THE ABOVE NAMED DEFENDANTS:

**YOUR ARE HEREBY SUMMONED**, to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within thirty (30) days after the completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Mineola, New York  
February 26, 2024



Michael A. Tama, Esq.  
**Michael A. Tama, PC**  
Attorneys for Plaintiff  
220 Old Country Road  
Mineola, New York 11501  
Tel: (516) 739-5900

To: Scottsdale Insurance Company  
18700 North Hayden Road  
Scottsdale, Arizona 85255

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

-----X  
FILIPA FINO IRREVOCABLE LIVING TRUST,

VERIFIED COMPLAINT

Plaintiff,

Index No:

-against-

SCOTTSDALE INSURANCE COMPANY

Defendants.  
-----X

Plaintiff, Filipa Fino Irrevocable Living Trust (hereinafter "Plaintiff") by their attorneys,  
Michael A. Tama, PC, complaining of the Defendants, Scottsdale Insurance Company (hereinafter  
"Defendant"), allege, upon information and belief:

1. That at all times hereinafter mentioned, Plaintiff, is the owner of the property known as  
19 Spinnaker Way, Southampton, New York 11968 (hereinafter "Subject Premises") located in the  
County of Suffolk and State of New York.
2. Upon information and belief that at all times hereinafter mention, the Defendant, was and  
still is a foreign stock insurance company duly organized and existing by virtue of the laws of the State  
of Ohio with its principal place of business located in Scottsdale, Arizona.
3. Upon information and belief, Defendant is a foreign stock insurance company duly  
authorized by the New York State Department of Insurance and/or Superintendent of Insurance of the  
State of New York to do business in the State of New York as a business entity that issues policies of  
insurance in the State of New York to members of the general public, including the policy issued to  
Plaintiff herein.
4. Upon information and belief, Defendant does business in the State of New York and derives  
substantial revenue therefrom.

5. At all times hereinafter mentioned, Plaintiff maintains an insurable interest in the Subject Premises.

6. Upon information and belief, on or about May 3, 2023, there was a leak located in the basement of the Subject Premises, resulting in substantial amounts of water, flooding and damaging the Subject Premises and contents therein.

7. Upon information and belief, the leak occurred because of two (2) bad valves from the hot water heater.

8. In or about May 2023, Plaintiffs hired CPS Heating and Cooling, Inc. to restore the basement and fix any and all leaks.

9. That by reason of said incident referred to herein, the Plaintiff sustained damage to their home, personalty, clothing, furniture and ancillary household objects. Plaintiff stored approximately 1,200 to 1,400 articles of designer and/or vintage clothing in the basement.

10. Plaintiff immediately and timely alerted Defendant of said leak and pursuant to their insurance policy filed a property damage claim with Defendant.

11. On or about November 6, 2023, Defendant through their attorneys denied Plaintiff's property damage portion of their claim.

#### **FIRST CAUSE OF ACTION**

12. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "11" of the within Complaint, with the same force and effect as if more fully set forth herein.

13. Upon information and belief, prior to May 3, 2023, for good and valuable consideration, Defendant issued a policy of insurance to Plaintiff bearing policy number HOS1941181, said policy insuring the Subject Premises and contents against the perils of, inter alia, casualty loss and water damage.

14. On May 3, 2023, while the aforementioned policy was in full force and effect, the Subject Premises and/or the contents thereof were damaged by casualty loss and/or water damage.

15. On or about May 3, 2023, because of the broken, cracked and leaking of the aforesaid plumbing ancillary parts, resulting in substantial amounts of water, flooding and damaging the Subject Premises and contents therein.

16. After the May 3, 2023 loss, Plaintiff timely notified Defendant of the loss and demanded that defendant pay the aforesaid loss for the water damage to the Subject Premises and the contents therein.

17. Defendant retained H2M Architects and Engineers to investigate the source of the water damage to the Subject Property, in which such investigation was found to be inconclusive.

18. That as a result of the foregoing investigation, by letter dated November 6, 2023, Defendant failed and refused to pay Plaintiff for the aforesaid damages they sustained as result of the water damage to the Subject Property and the contents therein.

19. That on or about November 20, 2023, Plaintiff through her attorneys submitted a rebuttal letter to the Defendant's denial letter, containing an invoice from CPS Heating and Cooling, Inc., which states that the water damage was due to the two (2) valves on the water heater.

20. That as a result of the foregoing, Plaintiff has sustained damage and has been damaged in the sum of \$500,000.00.

**AS AND FOR A SECOND CAUSE OF ACTION**

21. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "20" of the within Complaint, with the same force and effect as if more fully set forth herein.

22. That as a result of the said loss and damages suffered by Plaintiff herein, it is estimated that Plaintiff will have been caused to expend \$100,000.00 for court and/or attorney's fees.

23. That by reason of the foregoing, plaintiff has been damaged in the amount of \$100,000.000.

**WHEREFORE**, the Plaintiff demands judgment against the Defendant as follows:

- 1) On the First Cause of Action in the sum of \$500,000.00; and
- 2) On the Second Cause of action in the sum of \$100,000.00 together with the costs and disbursements of this action, and with interest from the date of this occurrence.

Dated: February 28, 2024  
Mineola, NY

Yours, etc.,



Michael A. Tama, Esq.  
**Michael A. Tama, PC**  
Attorneys for Plaintiff  
220 Old Country Road  
Mineola, New York 11501  
Tel: (516) 739-5900



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

INDEX NO:

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FILIPA FINO IRREVOCABLE LIVING TRUST,

Plaintiff,

-against-

SCOTTSDALE INSURANCE COMPANY

Defendants.

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**SUMMONS AND VERIFIED COMPLAINT**

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MICHAEL A. TAMA, PC  
*Attorneys Plaintiff*  
220 Old Country Road  
Mineola, New York 11501  
Phone: (516) 739-5900

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To: Scottsdale Insurance Company  
18700 North Hayden Road  
Scottsdale, Arizona 85255

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Certification Pursuant to Signature (Rule 130.1-1-a)

  
\_\_\_\_\_  
Michael A. Tama, Esq.  
*Attorney for Plaintiff*



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

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FILIPA FINO IRREVOCABLE LIVING TRUST,

Index No.:

Plaintiff,

SUMMONS

-against-

SCOTTSDALE INSURANCE COMPANY

Defendant.  
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TO THE ABOVE NAMED DEFENDANTS:

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Dated: Mineola, New York  
February 26, 2024



Michael A. Tama, Esq.  
Michael A. Tama, PC  
Attorneys for Plaintiff  
220 Old Country Road  
Mineola, New York 11501  
Tel: (516) 739-5900

To: Scottsdale Insurance Company  
18700 North Hayden Road  
Scottsdale, Arizona 85255

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

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FILIPA FINO IRREVOCABLE LIVING TRUST,

VERIFIED COMPLAINT

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1. That at all times hereinafter mentioned, Plaintiff, is the owner of the property known as 19 Spinnaker Way, Southampton, New York 11968 (hereinafter "Subject Premises") located in the County of Suffolk and State of New York.

2. Upon information and belief that at all times hereinafter mention, the Defendant, was and still is a foreign stock insurance company duly organized and existing by virtue of the laws of the State of Ohio with its principal place of business located in Scottsdale, Arizona.

3. Upon information and belief, Defendant is a foreign stock insurance company duly authorized by the New York State Department of Insurance and/or Superintendent of Insurance of the State of New York to do business in the State of New York as a business entity that issues policies of insurance in the State of New York to members of the general public, including the policy issued to Plaintiff herein.

4. Upon information and belief, Defendant does business in the State of New York and derives substantial revenue therefrom.

5. At all times hereinafter mentioned, Plaintiff maintains an insurable interest in the Subject Premises.

6. Upon information and belief, on or about May 3, 2023, there was a leak located in the basement of the Subject Premises, resulting in substantial amounts of water, flooding and damaging the Subject Premises and contents therein.

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9. That by reason of said incident referred to herein, the Plaintiff sustained damage to their home, personality, clothing, furniture and ancillary household objects. Plaintiff stored approximately 1,200 to 1,400 articles of designer and/or vintage clothing in the basement.

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- 2) On the Second Cause of action in the sum of \$100,000.00 together with the costs and disbursements of this action, and with interest from the date of this occurrence.

Dated: February 28, 2024  
Mineola, NY

Yours, etc.,




Michael A. Tama, Esq.  
**Michael A. Tama, PC**  
Attorneys for Plaintiff  
220 Old Country Road  
Mineola, New York 11501  
Tel: (516) 739-5900

## VERIFICATION

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NASSAU )

I, the undersigned, an attorney admitted to practice in the Courts of New York State, state under penalty of perjury that I am one of the attorneys for the plaintiff(s) in the within action; I have read the foregoing VERIFIED COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to the matters I believe to be true. The reason this verification is made by me and not by my client(s), is that my client(s) are not presently in the County where I maintain my offices. The grounds of my belief as to all matters not stated upon my own knowledge are the materials in my file and the investigation conducted by my office.

Dated: February 28, 2024  
Mineola, New York

  
Michael A. Tama, Esq.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

INDEX NO:

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FILIPA FINO IRREVOCABLE LIVING TRUST,

Plaintiff,

-against-

SCOTTSDALE INSURANCE COMPANY

Defendants.

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**SUMMONS AND VERIFIED COMPLAINT**


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MICHAEL A. TAMA, PC  
*Attorneys Plaintiff*  
220 Old Country Road  
Mineola, New York 11501  
Phone: (516) 739-5900

---

To: Scottsdale Insurance Company  
18700 North Hayden Road  
Scottsdale, Arizona 85255

Certification Pursuant to Signature (Rule 130.1-1-a)

  
\_\_\_\_\_  
Michael A. Tama, Esq.  
*Attorney for Plaintiff*

NEW YORK STATE  
DEPARTMENT *of*  
FINANCIAL SERVICES  
ONE COMMERCE PLAZA  
ALBANY, NY 12257

Scottsdale Insurance Company  
18700 North Hayden Road - Suite 150  
Scottsdale, Arizona 85255

